

After Recording Return to:
Georgia Environmental Protection Division
Response and Remediation Program
2 Martin Luther King, Jr. Drive, SE
Suite 1462 East
Atlanta, Georgia 30334

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, OCGA §44-16-1, *et seq.* This Environmental Covenant subjects the Property identified below to the activity and/or use limitations specified in this document. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA §44-16-8(a).

Fee Owner of Property/Grantor:

City of Rome
601 Broad Street
Rome, GA 30162

Grantee/Holder:

Atlanta Gas Light Company
Attn: Senior Vice President and Deputy General Counsel
Ten Peachtree Place
Atlanta, GA 30309

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division
2 Martin Luther King Jr. Drive, SE
Suite 1152 East Tower
Atlanta, GA 30334

Parties with interest in the Property: N/A

Property:

The property subject to this Environmental Covenant is located on West 1st Street and its Right-of-Way and along the banks of the Oostanaula River near West 1st Street in Rome, Floyd County, Georgia. The Properties are approximately 9,764 square feet (Type 5 is approximately 23ft x 68 ft), consisting of the bank of the Oostanaula River and portions of West 1st Street and its Right-of-Way (ROW). The riverbank is grassy, but improved with a concrete pedestrian sidewalk. A complete legal description of the area is attached as Exhibit A and a map of the area is attached as Exhibit B.

Tax Parcel Number(s):

Not applicable

Name and Location of Administrative Records:

The corrective action at the Property that is the subject of this Environmental Covenant is described in the following document[s]:

Compliance Status Report, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia. September 28, 2001, revised February 15, 2002, May 31, 2002, and June 7, 2004.

Continuing Action Monitoring Plan, Atlanta Gas Company Former Manufactured Gas Plant Site, Rome, Georgia. August 2014 (included as Attachment C of the VRP CSR Addendum).

Corrective Action Plan, Former Manufactured Gas Plant Site, Rome, Georgia. June 10, 1997, revised May 27, 1998, February 26, 1999, and April 27, 1999.

Corrective Action Plan – Operable Unit 3 – Rivers Place Building (Parcel 5), Former Manufactured Gas Plant Site, Rome, Georgia. January 2000, revised March 13, 2000.

Groundwater Corrective Action Plan – OU4, Former Manufactured Gas Plant Site, Rome, Georgia. September 2000, revised December 2000.

Groundwater Corrective Action Plan Addendum – OU4, Former Manufactured Gas Plant Site, Rome, Georgia. April 2001.

Remedial Investigation/Compliance Status Report Manufactured Gas Plant Site, Rome, Georgia, HSI Site Number 10109. March 1997.

Voluntary Remediation Program Compliance Status Report, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia. December 2013.

[Voluntary Remediation Program Compliance Status Report Addendum, Atlanta Gas Light Company Former Manufactured Gas Plant Site, Rome, Georgia. August 15, 2014.](#)

These documents are available at the following location:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1462 East Tower
Atlanta, GA 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Description of Contamination and Corrective Action:

A small portion of soil was excavated in West 1st Street in the area of GP-320, to meet Type 4 (non-residential) risk-reduction standards (RRSs) and such work was completed in 2003. Groundwater monitoring was initiated in 1997 and continued quarterly to semiannually through October 2012. Based on a groundwater monitoring well installed on the eastern right-of-way of West 1st Street, groundwater meets Type 1 RRS.

There are very minimal areas of with minor impacts (source material) that remain at depth below West 1st Street and the ROW, shallower on the western side adjacent to an underground gas line [approximately 8 - 9 feet (ft) to 15 ft below ground surface (bgs)]. The impacts were observed deeper on the eastern side with the uppermost impacts at approximately 13.75 ft bgs to 15.75 ft bgs. It is important to note that these impacts were observed in a tight clayey unit and not continuous in nature, horizontally or vertically. The remaining impacts would be below any underground utility in the area. In addition, there was a utility 'corridor' installed on the eastern side of West 1st Street and all utilities, with the exception of the underground gas line on the west side of West 1st Street, were installed within that 'corridor', so any work needed on those utilities would not intercept any of the remaining impacts. Due to these remaining impacts, this area will require a "Type 5" designation and a marker is installed in the street right-of-way to note the remaining impacts.

This Property has been listed on the state's hazardous site inventory and has been designated as needing corrective action due to the presence of hazardous wastes, hazardous constituents, or hazardous substances regulated under state law. Contact the property owner or the Georgia Environmental Protection Division for further information concerning this Property. This notice is provided in compliance with the Georgia Hazardous Site Response Act.

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. §44-16-1 *et seq.* by City of Rome, its successors and assigns, Atlanta Gas Light Company, and the State of Georgia, Department of Natural Resources, Environmental Protection Division (hereinafter "EPD"), its successors and assigns. This Environmental Covenant is required because a release of benzene and naphthalene occurred on the Property. Benzene and naphthalene are "regulated substances" as defined under the Georgia Hazardous Site Response Act, O.C.G.A. §12-8-90 *et seq.*, and the rules promulgated thereunder (hereinafter "HSRA" and "Rules", respectively). The Corrective Action consists of institutional controls (consisting of limiting the use to non-residential activities and prohibiting the use of groundwater except for monitoring purposes) to protect human health and the environment.

Grantor, City of Rome hereby binds Grantor, its successors and assigns to the activity and use restriction(s) for the Property identified herein and grants such other rights under this Environmental Covenant in favor of Atlanta Gas Light Company and EPD. EPD shall have full right of enforcement of the rights conveyed under this Environmental Covenant pursuant to HSRA, O.C.G.A. §12-8-90 *et seq.*, and the rules promulgated thereunder. Failure to timely enforce compliance with this Environmental Covenant or the use or activity limitations contained herein by any person shall not bar subsequent enforcement by such person and shall not be deemed a waiver of the person's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict EPD from excising any authority under applicable law.

The City of Rome makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. §44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. §44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"). Should a transfer or sale of the Property occur before such time as

this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

The Environmental Covenant shall inure to the benefit of Atlanta Gas Light Company, EPD, City of Rome, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Atlanta Gas Light Company or its successors and assigns, and other party(ies) as provided for in O.C.G.A. §44-16-11 in a court of competent jurisdiction.

Activity and/or Use Limitation(s)

1. Registry. Pursuant to O.C.G.A. §44-16-12, this Environmental Covenant and any amendment or termination thereof, may be contained in EPD's registry for environmental covenants.
2. Notice. The Owner of the Property must give thirty (30) day advance written notice to EPD of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Corrective Action. The Owner of the Property must also give thirty (30) day advance written notice to EPD of the Owner's intent to change the use of the Property, apply for building permit(s), or propose any site work that would affect the Property.
3. Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.
4. Monitoring. The Continuing Action Monitoring Action Plan (CAMP) includes an annual inspection to ensure property use remains non-residential.
5. Periodic Reporting. Annually, by no later than August 2015 following the effective date of this Environmental Covenant, the Grantee shall submit to EPD an Annual Report as specified in the CAMP, dated August 2015.
6. Activity and Use Limitation(s). The Property shall be used only for non-residential uses, as defined in Section 391-3-19-.02 of the Rules and defined in and allowed under Floyd County's zoning regulations as of the date of this Environmental Covenant. Any residential use on the Property shall be prohibited.
7. Groundwater Limitation. The use or extraction of groundwater beneath the Property for drinking water or for any other non-remedial purposes shall be prohibited.
8. Right of Access. In addition to any rights already possessed by EPD and/or Atlanta Gas Light Company, the Owner shall allow authorized representatives of EPD and/or Atlanta Gas Light Company the right to enter the Property at reasonable times for the purpose of evaluating the Corrective Action; to take samples, to inspect the Corrective Action conducted at the Property,

to determine compliance with this Environmental Covenant, and to inspect records that are related to the Corrective Action.

9. Recording of Environmental Covenant and Proof of Notification. Within thirty (30) days after the date of the Director's signature, the Owner shall file this Environmental Covenant with the Records of Deeds for each County in which the Property is located, and send a file stamped copy of this Environmental Covenant to EPD within thirty (30) days of recording. Within that time period, the Owner shall also send a file-stamped copy to each of the following: (1) Atlanta Gas Light Company, (2) each person holding a recorded interest in the Property subject to the covenant, (3) each person in possession of the real property subject to the covenant, (4) each municipality, county, consolidated government, or other unit of local government in which real property subject to the covenant is located, and (5) each owner in fee simple whose property abuts the property subject to the Environmental Covenant.
10. Termination or Modification. The Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. §44-5-60, unless and until the Director determines that the Property is in compliance with the Type 1, 2, 3, or 4 Risk Reduction Standards, as defined in Georgia Rules of Hazardous Site Response (Rules) Section 391-3-19-.07 and removes the Property from the Hazardous Site Inventory, whereupon the Environmental Covenant may be amended or revoked in accordance with Section 391-3-19-08(7) of the Rules and O.C.G.A. §44-16-1 *et seq.*
11. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
12. No Property Interest Created in EPD. This Environmental Covenant does not in any way create any interest by EPD in the Property that is subject to the Environmental Covenant. Furthermore, the act of approving this Environmental Covenant does not in any way create any interest by EPD in the Property in accordance with O.C.G.A. §44-16-3(b).

Representations and Warranties.

Grantor hereby represents and warrants to the other signatories hereto:

- a) That the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- b) That the Grantor is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- c) That the Grantor has identified all other parties that hold any interest (e.g., encumbrance) in the Property and notified such parties of the Grantor's intention to enter into this Environmental Covenant;
- d) That this Environmental Covenant will not materially violate, contravene, or constitute a material default under any other agreement, document or instrument to which Grantor is a party, by which Grantor may be bound or affected;

- e) That the Grantor has served each of the people or entities referenced in Activity 10 above with an identical copy of this Environmental Covenant in accordance with O.C.G.A. §44-16-4(d).
- f) That this Environmental Covenant will not materially violate or contravene any zoning law or other law regulating use of the Property; and
- g) That this Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by a recorded instrument that has priority over the Environmental Covenant.

Notices.

Any document or communication required to be sent pursuant to the terms of this Environmental Covenant shall be sent to the following persons:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1154 East Tower
Atlanta, GA 30334

AGL Resources, Inc.
Attn: Executive Vice President and General Counsel
Ten Peachtree Place
Atlanta, GA 30309

EXHIBIT "A"

ALL THAT TRACT OR PARCEL of land lying and being in the 1st Ward of the City of Rome, in Land Lot 244 of the 23rd District, 3rd Section, Floyd County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at a building corner at the intersection of the northwestern right-of-way line of West First Street with the northeastern right-of-way line of Second Avenue; running thence along said right-of-way line of Second Avenue, north 38 degrees 12 minutes 38 seconds west a distance of 201.16 feet to a point; running thence along an offset in the northeastern right-of-way line of Second Avenue, north 51 degrees 17 minutes 02 seconds east a distance of 20.00 feet to a point; continuing thence along said right-of-way line of Second Avenue, north 38 degrees 12 minutes 38 seconds west a distance of 63.02 feet to a point, said point being the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING thus established, continuing thence along said right-of-way line of Second Avenue, north 38 degrees 12 minutes 38 seconds west a distance of 120.0 feet, more or less, to the intersection of the northeastern right-of-way line of Second Avenue with the top of the southerly bank of the Oostanaula River; running thence in a generally northeasterly direction along the top of said bank, and following the meanderings thereof, a distance of 255 feet, more or less, to a point; thence leaving the top of the southerly bank of the Oostanaula River, and running south 38 degrees 12 minutes 23 seconds east a distance of 20.0 feet, more or less, to a 5/8-inch r-bar found; running thence south 38 degrees 12 minutes 23 seconds east a distance of 35.56 feet to a point; running thence south 56 degrees 53 minutes 41 seconds west a distance of 101.39 feet to a point; running thence north 38 degrees 12 minutes 38 seconds west a distance of 20.00 feet to a point; running thence south 51 degrees 17 minutes 02 seconds west a distance of 150.00 feet to a point located on the northeastern right-of-way line of Second Avenue, said point being the TRUE POINT OF BEGINNING; according to survey of "City of Rome, Georgia Situated in Land Lot 244 of the 23rd District and 3rd Section of Floyd County, and in the First Ward of the City of Rome, Georgia," dated March 31, 1997, revised June 30, 1997, prepared by the City of Rome, Georgia Engineering Department, under the seal and certification of Randall E. Carver, Georgia Registered Land Surveyor No. 2331, under Job No. 0306; said tract of land containing 0.31 acre, more or less, according to said survey, which survey is incorporated herein and made a part hereof by reference.

NOTE:
SOME DATA DERIVED FROM THE FOLLOWING SOURCES:
PLAT BOOK 16 - PAGE 12
PLAT BOOK 16 - PAGE 161
PLAT BOOK 16 - PAGE 175
PLAT BOOK 17 - PAGE 202

NOTE:
SURVEY PROCEDURES:
RANDOM TRAVERSE MEASUREMENTS OBTAINED BY MEANS OF A TOPCON GTS 303 TOTAL STATION INSTRUMENT.

NOTE:
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A MINIMUM PRECISION RATIO OF ONE FOOT IN 10,000 FEET, AND AN AVERAGE ANGULAR ERROR OF 05" SECONDS PER ANGLE POINT, AND WAS NOT ADJUSTED.

NOTE:
THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS.

NOTE:
THIS PLAT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

NOTE:
R/W - DENOTES RIGHT OF WAY

NOTE:
THIS PROPERTY LIES WITHIN THE 100 YEAR FLOOD HAZARD AREA BASED ON THE "FEMA FLOOD INSURANCE RATE MAPS" COVERING THE CITY OF ROME, GEORGIA. THIS PROPERTY IS SHOWN ON COMMUNITY PANEL NUMBER 1300810010.C. AND DATED NOVEMBER 4, 1998.

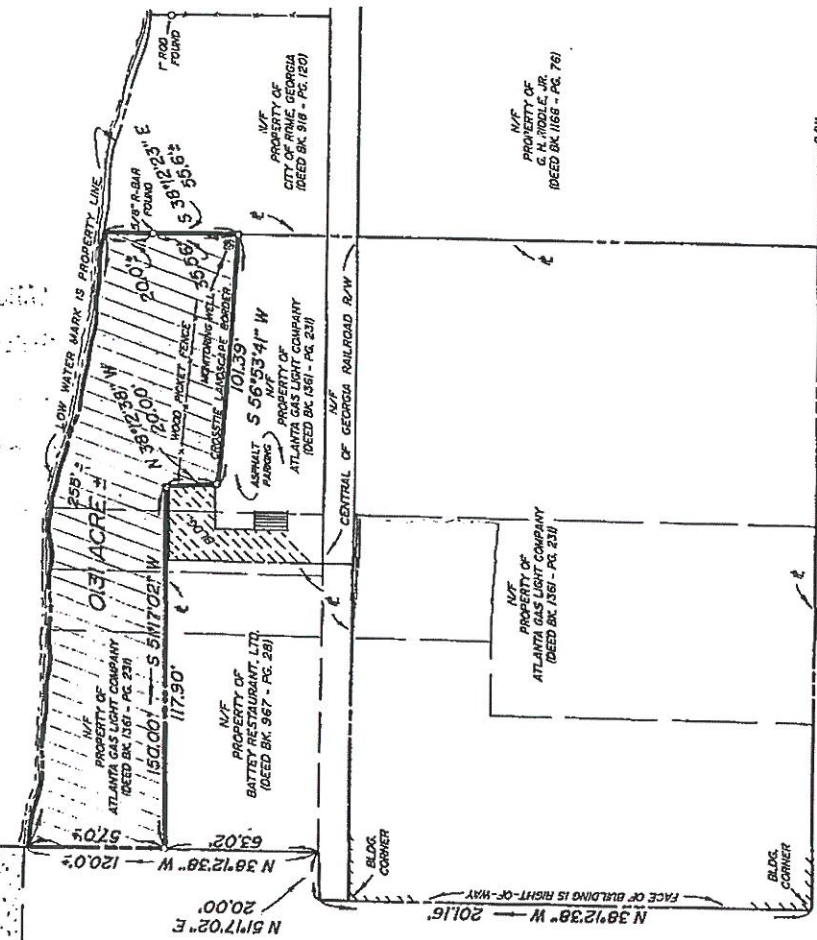
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OOSTANAULA RIVER

BRIDGE

GRID NORTH - GA WEST ZONE

GRID NORTH - GA WEST ZONE



CITY OF ROME, GEORGIA
SITUATED IN LAND LOT 244 OF THE 23RD DISTRICT
AND 3RD SECTION OF FLOYD COUNTY, AND IN THE
FIRST WARD OF THE CITY OF ROME, GEORGIA.



DATE: MARCH 31, 1997
REVISED: JUNE 30, 1997
SCALE: 1" = 50'



IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

Randall E. Carver
RANDALL E. CARVER
GEORGIA REGISTERED LAND SURVEYOR NO. 2331
MEMBER - SURVEYING AND MAPPING SOCIETY OF GEORGIA

CITY OF ROME, GEORGIA
ENGINEERING DEPARTMENT

JOB NO. 0306
TAX MAP NO. 349

EXHIBIT "A"

All that tract or parcel of land lying, being and situated in the Coosa Division of the City of Rome, Floyd County, Georgia, in the First Ward of the City of Rome, Georgia, and being more particularly described as follows:

Commencing at the point of intersection of the northerly right of way line of West First Street (right of way varies) with the northerly right of way of Second Avenue (right of way varies); thence along the northerly right of way of West First Street North 49 degrees 49 minutes 20 seconds East a distance of 340.15 feet to a #5 rebar with cap and being the TRUE POINT OF BEGINNING; thence from said TRUE POINT OF BEGINNING, North 40 degrees 18 minutes 20 seconds West a distance of 188.61 feet to a railroad spike; thence North 48 degrees 57 minutes 40 seconds East a distance of 20.00 feet to a #5 rebar with cap; thence South 40 degrees 18 minutes 20 seconds East a distance of 188.91 feet to a 1/2-inch pin found (paved over) on the northerly right of way line of West First Street; thence along said right of way line South 49 degrees 49 minutes 20 seconds West a distance of 20.00 feet to a #5 rebar with cap and the POINT OF BEGINNING.

The above tract containing .087 acre and being shown as Tract A on that plat of survey for Floyd County, Georgia, prepared by Robert L. Moss, Georgia Registered Land Surveyor No. 1498, dated May 16, 2007, last revised January 18, 2008, reference to said plat being made for a more particular description of the above tract, said plat being recorded in Plat Book 32, Page 179, in the Office of the Clerk of Superior Court of Floyd County, Georgia.

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 15th day of April, 2015.

Signed, sealed, and delivered in the presence of:

Joseph F. Smith
Unofficial Witness (Signature)

JOSEPH F. SMITH, CITY CLERK
Unofficial Witness Name (Print)

601 BROAD STREET
Rome GA 30161
Unofficial Witness Address (Print)

Joye G. Weeks
Notary Public (Signature)

My Commission Expires: 3-20-2016

For the Grantor:

City of Rome

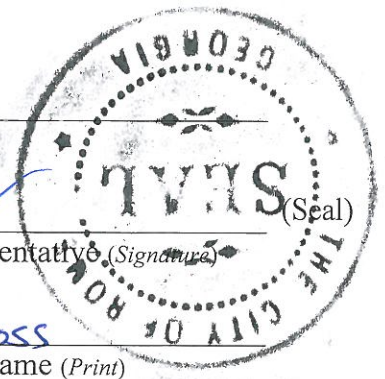
Name of Grantor (Print)

Amin Doo
Grantor's Authorized Representative (Signature)

JAMES DOSS
Authorized Representative Name (Print)

Amin Doo, Mayor City of Rome
Title of Authorized Representative (Print)

Dated: 1-13-2015
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

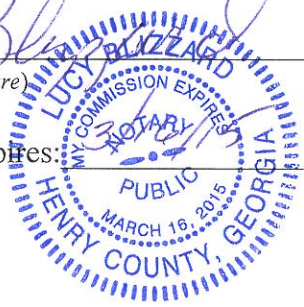
P. Lang Woody
Unofficial Witness (Signature)

P. LANG WOODY
Unofficial Witness Name (Print)

Unofficial Witness Address (Print)

Lucy Blizzard
Notary Public (Signature)

My Commission Expires: 3-16-2015



For the Grantee/Holder:

Atlanta Gas Light Company

Name of Grantee/Holder (Print)

Donald F. Carter
Grantee/Holders's Authorized Representative (Signature)

DONALD F. CARTER
Authorized Representative Name (Print)
Vice President

Title of Authorized Representative (Print)

Dated: 2/9/15
(NOTARY SEAL)



Signed, sealed, and delivered in the presence of:

Doralee S Kuslan
Unofficial Witness (Signature)

Doralyn S. Kirkland
Unofficial Witness Name (Print)

2 martin Luther King Jr Dr; Ste 1456

Atlanta GA 30334
Unofficial Witness Address (Print)

Cristal Sailors
Notary Public (Signature)

My Commission Expires: 1/22/17

**For the State of Georgia
Environmental Protection Division:**

Judson H. Turner (Seal)
(Signature)

Judson H. Turner
Director

Dated: 4/15/15
(NOTARY SEAL)



EXHIBIT A

All of the right of way of West First Street between the intersection of the right of way of West First Street with the right of way of Second Avenue and the intersection of the right of way of West First Street with the right of way of Third Avenue.

A map is attached for information purposes only.

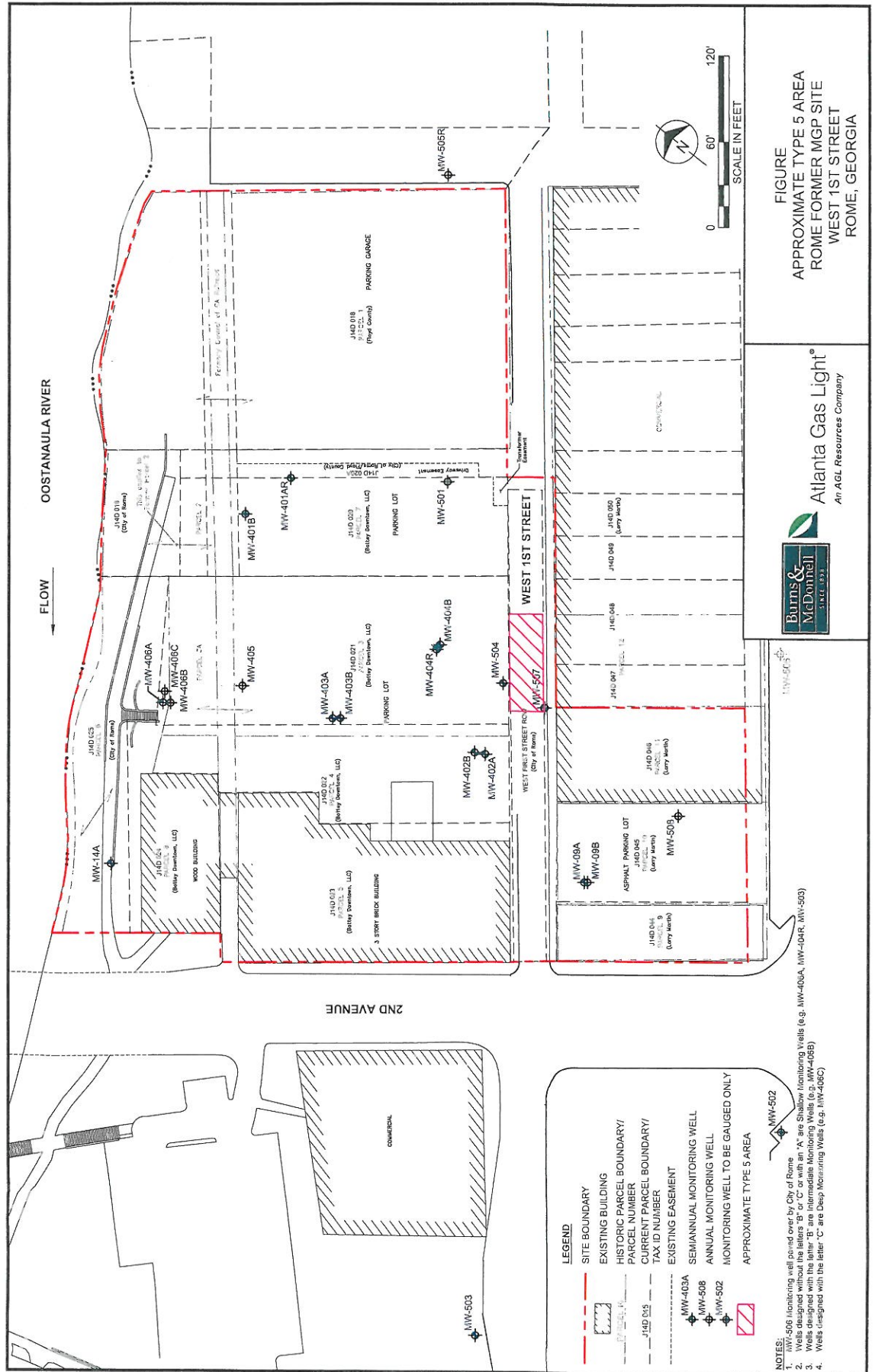


FIGURE
APPROXIMATE TYPE 5 AREA
ROME FORMER MGP SITE
WEST 1ST STREET
ROME, GEORGIA

